

FY 00 Agreement

Agreement No. _____

UNITED STATES DEPARTMENT OF COMMERCE

WASHINGTON, D.C.

NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION

NATIONAL WEATHER SERVICE

AGREEMENT FOR ACCESS TO HIGH-SPEED DATA, MEDIUM-SPEED DATA, FACSIMILE SERVICE
AND GRAPHIC SERVICE

This Agreement, between the United States of America, Department of Commerce, National Oceanic and Atmospheric Administration (NOAA), National Weather Service (NWS), hereinafter referred to as the Government, and

hereinafter referred to as the Applicant, sets forth the purpose and conditions and responsibilities for access to the operational meteorological and hydrological data and information on the Government's family of high-speed data, medium-speed data, facsimile service and graphic service, hereinafter referred to as Service. Access to Service is available at the commercial carrier's office in Washington, D.C., except in the case of the High Resolution Data Service and the Server Access Service, which is accessible in Silver Spring, Maryland. Any individual or organization provided data and information by the Applicant is hereinafter called a Subscriber.

Purpose

The purpose of this Agreement is to make available meteorological and hydrological data and information collected or produced by the Government to Applicant and to possible Subscribers through services provided by the Applicant at the Applicant's facility.

In order to achieve this purpose, the Government and the Applicant hereby mutually agree:

Responsibilities

A. Government Agrees:

1. To permit the Applicant access to Service as agreed herein and as agreed between the Applicant and the commercial carrier.
2. To authorize requested connections to Service upon payment by Applicant of appropriate fees to cover the expenses thereof, as specified in Section B.1.a. and B.1.b. of this Agreement.
3. That the operation of the Service (except the High Resolution Data Service and the Server Access Service) to the commercial carrier will be maintained. The Government, however, cannot guarantee the overall quality and reliability of the Service from original source to Applicant because of the Government/Commercial Carrier/Applicant interface mixture.
4. To provide the Applicant with the appropriate technical documentation concerning the Service and data and product formats.

5. To provide a notification to changes in the AFOS Graphics Service (AGS), at least 30 days in advance of the change.

B. Applicant Agrees:

1. To pay all costs and expenses resulting from this Agreement:

- a. A one-time connection fee, subject to annual review and adjustment, to cover the expense of establishing Service. The connection fee is due prior to agreement validation. The Fiscal Year 2000 connection fees are:

Public Product Service:	-0-
Domestic Data Service:	\$2,500
International Data Service:	\$2,500
High Resolution Data Service:	\$5,000
Digital Facsimile Service:	\$2,500
AFOS Graphics Service:	-0-
Server Access Service:	-0-

- b. An annual maintenance fee, subject to annual review and adjustment, to cover the government's expense in maintaining the Service provided. The annual maintenance fee covers one U.S. Government fiscal year, the period October 1, 1999, through September 30, 2000.

The Fiscal Year 2000 fees are:

Public Product Service	\$ 4,000
Domestic Data Service	\$ 6,000
International Data Service	\$ 7,000
High Resolution Data Service	\$11,000
Digital Facsimile Service	\$ 8,000
AFOS Graphics Service	\$54,000
Server Access Service	\$ 9,000

- c. Any costs resulting from extension of Service from commercial carrier's office to Applicant's premises.
 - d. High Resolution Data Service and Server Access Service subscribers are responsible for all costs involved in implementing the end-to-end service directly to the NWS Telecommunication Gateway computer facility in Silver Spring, Maryland.
 - e. AFOS Graphics Service subscribers are responsible for the software to transform the AFOS Vector Graphics to images.
2. To hold and save the Government, its officers, agents, and employees harmless from liability of any nature or kind, including costs and expenses, for or on account of any or all suits or damages of any character whatsoever resulting from injuries or damages sustained by any person or persons or property by virtue of negligence on the part of Applicant, its officers, agents, and employees in the performance of this Agreement.
 3. That if the Applicant furnishes severe weather information and/or forecasts, the Applicant shall ensure that:

- a. Severe Weather or Flood bulletins, statements, advisories, watches, and/or warnings that originate with the Government:
 - (1) Are attributed to the Government.
 - (2) Are not modified except for physical format.
 - (3) When issued directly to the general public are issued verbatim and always as soon as possible after receipt.
 - (4) Are not disseminated after expiration time.
 - b. If the Applicant also originates severe weather information and/or forecasts, the Applicant shall ensure that:
 - (1) The information is clearly differentiated from Government-originated watches and warnings and is attributed to the Applicant, avoiding use of the terms "Watch" and "Warning" in presenting such information.
4. That if the Applicant furnishes weather or river reports, analyses and/or forecasts other than, or in addition to, the Government's severe weather or river information and/or forecasts, the Applicant shall ensure that:
 - a. Government-originated information:
 - (1) Is attributed to the Government.
 - (2) Is not modified except for physical format.
 - b. Applicant-originated information:
 - (1) Is attributed to the Applicant.
5. For media or other release of the Government-originated reports, warnings, analyses and forecasts, or information derived from them, to the general public:
 - a. That there shall be nothing in announcements associated with these releases to indicate or imply that the Government endorses any commercial product advertised.
 - b. To give full credit for the source of information received, and to take care to avoid any implication that interpretations by others are those of the Government.
6. To obtain any necessary permits and to abide by all applicable rules, regulations, or laws, pertaining to agreements with the Government, and to notify subscribers of the same rules, regulations, or laws, including particularly sections B3 through B5 of this agreement.

7. To report to the Assistant Administrator for Weather Services, NOAA, any known violation of this Agreement.

C. International Access and Distribution of the Family of Services (FOS) Data:

Access

1. Direct access to the FOS is only by U.S.-based companies.

Distribution

2. In order to assure the continued exchange of weather information between nations, please be cognizant of the following and make sure that your customers are aware of these conditions:
 - o The NWS adheres to the World Meteorological Organization Resolution 40 on the policy and practice for the exchange of meteorological and related data and products in all matters related to foreign meteorological information. As party to Resolution 40, countries are allowed to identify certain "additional data and products" that may not be re-exported for commercial use.

A list of all products identified as "additional data and products", by the country of origin, is available on the NWS Internet homepage @ <http://www.nws.noaa.gov/oso/addata.shtml>.

- o The issuance of operational weather information in other countries is the responsibility of the National Meteorological Service of the individual country and should be respected.
- o In doing business in other countries, it is important to avoid conflicts with foreign laws and regulations and to give due consideration to reasonable commercial practices in deciding upon the reintroduction of weather related information to the originating country.
- o Good relations with other countries will be fostered and enhanced by providing attribution to the National Meteorological Service of the country of origin as the source of the weather data and products used.

D. Additional Conditions:

1. The Government will not be responsible for maintenance of the Applicant's equipment or for coordination with commercial carriers concerning communications arrangements and/or problems associated with Service.
2. The applicant further agrees and understands:
 - a. That the Government will make every effort to keep the schedule and content of the data services consistent with the needs of the user community, but that the schedule and content of these services may be changed without consultation with the Applicant. The schedule and content of the facsimile service is controlled by NWS needs and may be changed without consultation with the Applicant. Such changes will be announced to the Applicant at least 10 days in advance whenever practicable.

AFOS graphics are produced principally for the use of the NWS AFOS field sites. Availability and timing of transmissions are variable and depend on conditions only partially under the control of the NWS. The AFOS Graphics products will be produced by the NWS only as long as received by NWS stations on the AFOS system. When the AFOS system is replaced by the Advanced Weather Interactive Processing System (AWIPS), the AGS will be terminated.

- b. To include in any agreement with its customers a provision 1) notifying such customers of any conditions applied by the originator of any "additional data or products" identified in accordance with section C.2. above on their re-export for commercial use and 2) requiring that this notification be provided to all downstream customers.
- c. That the execution of this Agreement does not vest in the Applicant any permanent or exclusive right to receive the Service, and that the Service may be modified or suspended at any time at the discretion of the Assistant Administrator for Weather Services, NOAA without recourse.

Specific Services Required:

Services desired by Applicant and authorized by this Agreement are:

Public Product Service (PPS) _____
 Domestic Data Service (DDS) _____
 International Data Service (IDS) _____
 High Resolution Data Service (HRS) _____
 Digital Facsimile Service (DIFAX) _____
 AFOS Graphics Service (AGS) _____
 Server Access Service (SAS) _____

Termination:

Applicant may terminate this Agreement with or without cause upon providing 90 days' written notice to the Government. The Government may terminate this Agreement after 90 days' written notice to Applicant, whenever:

- (1) The Assistant Administrator for Weather Services, NOAA, shall determine that such termination is in the best interest of the Government; or
- (2) The Assistant Administrator for Weather Services, NOAA, shall determine that technological difficulties result from the connection provided for in this Agreement.

In the event of termination by either party, Applicant will not be refunded any of the payments provided for under this Agreement.

Effective Date:

This Agreement shall become effective on the last date shown below, when executed by the parties hereto.

APPLICANT

UNITED STATES OF AMERICA
 Department of Commerce
 National Oceanic and Atmospheric
 Administration
 National Weather Service

By _____
 (Signature)

By _____
 (Signature)

Name _____
 Title _____

Name Michael T. Sikorski,
 Title Chief, Telecommunications and
Dissemination Branch

Date _____

Date _____

Agreement No. _____

Filename: 00AGREE.doc
Directory: A:
Template: C:\Program Files\Microsoft
Office\Templates\Normal.dot
Title:
Subject:
Author: John McDonald
Keywords:
Comments:
Creation Date: 02/03/00 11:39 AM
Change Number: 3
Last Saved On: 02/03/00 11:42 AM
Last Saved By: John McDonald
Total Editing Time: 4 Minutes
Last Printed On: 02/03/00 4:45 PM
As of Last Complete Printing
Number of Pages: 6
Number of Words: 1,932 (approx.)
Number of Characters: 11,017
(approx.)